

# **EXHIBIT 1**

LCF Operator Service

SHARED SERVICES GROUP SUPPLIER MANAGEMENT & PROCUREMENT  
CONTRACT AGREEMENT FORM  
LARGE CARGO FREIGHTER OPERATOR SERVICE AGREEMENT

This Large Cargo Freighter Operator Service Agreement is made this 14<sup>th</sup> day of December, year 2005 by and between The Boeing Company ("Boeing"), a Delaware Corporation with its headquarters located at 100 N. Riverside Drive Chicago, Illinois 60606, (hereinafter referred to as "Boeing") and Evergreen International Airlines, Inc. ("Operator"), an Oregon corporation with offices at 3850 Three Mile Lane, McMinnville, OR 97128 (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, Boeing desires to procure the Services called for herein and;

WHEREAS, Operator represents that it has the skill, experience and ability to perform such work;

NOW, THEREFORE, in consideration of the agreements contained herein, Boeing and Operator hereby agree as follows:

1. DEFINITIONS

The capitalized terms used but not defined herein shall have the meaning set forth in the Contract (as that term is defined in Article 1 of Exhibit G - Terms and Conditions Relating to Large Cargo Freighter Operator and Exhibit A - Pricing Exhibit).

2. CONTRACT DOCUMENTS

The following documents are by this reference made a part of this Contract; and these documents, together with this Contract Agreement Form and any subsequent Amendments and Change Orders thereto, constitute the entire Contract and are hereinafter referred to collectively as the "Contract" or "Contract documents"

- Contract Agreement Form
- Exhibit A - Pricing Exhibit
- Exhibit B - Boeing Shared Services Group Electronic Commerce Trading Partner Agreement
- Exhibit C - Boeing Shared Services Group Electronic Funds Transfer Terms and Conditions
- Exhibit D - Terms and Conditions Relating to Use of Large Cargo Freighters, Large Cargo Loaders, Large Cargo Freighter Tail Stands and Other Items of Equipment including all attachments thereto
- Exhibit E - Onsite Supplement
- Exhibit F - Statement of Work and all attachments thereto
- Exhibit G - Terms and Conditions Relating to Large Cargo Freighter Operator Service
- Exhibit H - Option Agreement
- Exhibit I - Letter of Guarantee
- Orders

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Contract No.	Description	Date	Payment Terms

The Parties agree that the Contract consists of all of the Contract documents identified herein and such documents are to be taken as a whole in their entirety and that no exhibit, attachment, or other subpart of the Contract is to be considered a separate, stand alone agreement. In addition, in the event of any inconsistency within or relating to this Contract, the order of precedence set forth in Article 2 of Exhibit G – Terms and Condition Relating to Large Cargo Freighter Operator Service.

### 3. STATEMENT OF WORK

Boeing authorizes and Contractor agrees to perform all the Services required under the Contract, including but not limited to Exhibit F - Statement of Work and all attachments thereto in accordance with the Contract.

### 4. TERM

The Term of this Contract shall be as set forth in Article 3 of Exhibit G – Terms and Condition Relating to Large Cargo Freighter Operator Service. In addition to other applicable provisions set forth in the Contract regarding termination of the Contract, the Parties agree that in the event that Exhibit G – Terms and Condition Relating to Large Cargo Freighter Operator Service should no longer be effective, Exhibit D - Terms and Conditions Relating to Use of Large Cargo Freighters, Large Cargo Loaders, Large Cargo Freighter Tail Stands and Other Items of Equipment including all attachments thereto shall automatically terminate in its entirety.

### 5. NOTICES

Consistent with Article 18 of Exhibit G - Terms and Conditions Relating to Large Cargo Freighter Operator and notwithstanding the Notice provisions contained in any of the Contracts included in the Exhibits to this Contract, all matters requiring the approval or consent of either Party related to this Contract shall be requested in writing and are not effective until given in writing. With respect to Boeing, authority to grant approval or consent is limited to the Lead Boeing Procurement Representative. Parties may change the designated person or place of receiving a notice with respect to this Contract by giving written notice at least thirty (30) days in advance of it becoming effective. Notices and other communications shall be given in writing by electronic transmission or express delivery addressed to the respective Party as follows:

#### THE BOEING COMPANY

Ms. LeAnn Tihista White  
Procurement Agent  
The Boeing Company  
Shared Services Group  
Supplier Management & Procurement  
635 Park Ave., Bldg 10-18  
M/C 6X-AA  
Renton, WA 98055  
Phone: 206-498-7605  
Fax: 425-965-8202  
E-mail: [leann.t.white@boeing.com](mailto:leann.t.white@boeing.com)

#### EVERGREEN INTERNATIONAL AIRLINES, INC.

Mr. James D. Dineen  
Vice President Special Projects  
Evergreen International Airlines, Inc.  
  
3850 Three Mile Lane  
McMinnville, OR 97128  
Phone: 503-472-9361  
Cell: 650-906-4182  
Fax: 503-472-9760  
E-mail : [jim.dineen@evergreenaviation.com](mailto:jim.dineen@evergreenaviation.com)

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**6. PRICING**

As full compensation for the satisfactory performance by Operator of the Services covered by the Contract, Boeing agrees to pay Operator as set forth in Exhibit A - Pricing.

**7. ENTIRE AGREEMENT**

This Contract and all exhibits and amendments thereto represent the entire agreement between Boeing and Operator regarding the Services and Goods provided thereunder and supersede all prior oral or written and all contemporaneous oral discussion, negotiation and agreements or understandings the Parties may have had with respect to any matters in connection herewith. Unless specifically agreed to in writing by the Lead Boeing Procurement Representative, Boeing objects to, and is not bound by, any term or condition that differs from or adds to this offer. No amendment or modification of this Contract shall bind either Party unless it is in writing and is signed by the Lead Boeing Procurement Representative and an authorized representative of Operator. No industry custom or course of dealing between the Parties will be effective as a modification of the terms and conditions of this Contract. The Contract shall be modified only by written revision hereto, each of which must be duly executed by Buyer's Lead Procurement Representative and Seller.

**8. PARTIAL INVALIDITY**

If any provision of this Contract is or becomes invalid or unenforceable by law, the remainder shall be valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their respective duly authorized representatives, on the day and year first above written.

**The Boeing Company**  
(Through its Division Boeing Shared Services Group)

By: LeAnn Tibista White

Name: LeAnn Tibista White

Title: Procurement Agent

**Evergreen International Airlines, Inc.**

By: Brian Bauer

Name: BRIAN BAUER

Title: PRESIDENT

**END OF CONTRACT FORM**